SERFF Tracking Number: SBMS-125801111 State: Arkansas
Filing Company: SBLI of MA State Tracking Number: 40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

## Filing at a Glance

Company: SBLI of MA

Product Name: Waiver of Premium Rider SERFF Tr Num: SBMS-125801111 State: ArkansasLH

TOI: L04I Individual Life - Term SERFF Status: Closed State Tr Num: 40284

Sub-TOI: L04I.103 Renewable - Single Life - Co Tr Num: 2008003EAR State Status: Approved-Closed

Fixed/Indeterminate Premium

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: James Coady, James Disposition Date: 10/01/2008

MacDougall, Jason Brush, Dwight Wilbur, Janice Albertazzi

Date Submitted: 09/17/2008 Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Authorized

Project Number: 2008003

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 10/01/2008

State Status Changed: 10/01/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Waiver of Premium During Total Disability Rider

This product is a rider to our term policies and whole life policies. In the event of a total disability lasting six months as defined in the rider, future premiums for the rider and base policy may be waived.

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Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

This rider will be used with the following policies that have been submitted to your Department this same date under separate cover.

Poilcy Number Policy Title

B-40.6 Whole Life Policy

B-43.3 YRT Policy

B-46.1 Level Term Policy

# **Company and Contact**

#### **Filing Contact Information**

 James Coady,
 Jcoady@SBLI.com

 1 Linscott Road
 (781) 994-5410 [Phone]

 Woburn, MA 01801
 (781) 994-4124[FAX]

**Filing Company Information** 

SBLI of MA CoCode: 70435 State of Domicile: Massachusetts

1 Linscott Road Group Code: 4553 Company Type: Life Woburn, MA 01801 Group Name: State ID Number:

(781) 938-3500 ext. [Phone] FEIN Number: 04-3117253

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes

Fee Explanation: Domicile state fee = \$75.00

1 Form x \$75.00 = \$75.00

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE

SERFF Tracking Number: SBMS-125801111 State: Arkansas

Filing Company: SBLI of MA State Tracking Number: 40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

67350 \$75.00 09/10/2008

SERFF Tracking Number:SBMS-125801111State:ArkansasFiling Company:SBLI of MAState Tracking Number:40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/01/2008	10/01/2008

SERFF Tracking Number: SBMS-125801111 State: Arkansas

Filing Company: SBLI of MA State Tracking Number: 40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

# **Disposition**

Disposition Date: 10/01/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SBMS-125801111 State: Arkansas
Filing Company: SBLI of MA State Tracking Number: 40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

**Item Type Item Name Item Status Public Access** Certification/Notice Yes **Supporting Document** Application Yes **Supporting Document** Life & Annuity - Acturial Memo No **Supporting Document** Rider for Waiver of Premiums During Yes **Form Total Disability** 

SERFF Tracking Number:SBMS-125801111State:ArkansasFiling Company:SBLI of MAState Tracking Number:40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

# **Form Schedule**

**Lead Form Number: BW-32.5** 

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	BW-32.5	-		Initial		54	BW-32.5 Waiver of Premium.pdf

# Rider for Waiver of Premiums during Total Disability

Under this rider, we'll waive premiums for the policy and all its riders during the Insured's total disability, as defined below.

#### The Insured

The *Insured* referred to in this rider is the Insured under the policy to which this rider is attached.

#### The Issue Date - Anniversaries

Coverage under this rider will begin on its issue date. The issue date of this rider is the same as the issue date of the policy.

In this rider, anniversary means the policy anniversary.

#### Premium for this Rider

The premium for this rider is shown in the Premium Schedule. It may be paid as stated there. The Rider premiums will be due at the same time and in the same manner as those for the basic policy. No rider premium will be due after the rider ends.

If a premium is not paid on its due date and total disability starts on that date or during the 30 day grace period that follows, we'll still consider a claim. But if a claim is approved, that premium, with compound yearly interest of 8%, must be paid before we'll waive any premiums.

#### Termination of this Rider

This rider will end if a premium for the policy or this rider is not paid before the end of the grace period. This rider will end if the policy terminates for any reason. Otherwise, this rider will end on the anniversary nearest the Insured's 65th birthday.

The Owner can also terminate this rider. The rider will end on the next premium due date after we receive a written request for termination from the Owner. The policy must be sent with the request so that the termination may be noted on it.

Termination of this rider won't affect any claim for waiver where the total disability started before the termination.

#### The Benefits Provided by this Rider

We'll waive that part of the premium for the period following the policy month in which total disability starts. The waiver will continue until the earlier of:

- the end of the policy month following the one in which total disability ends; or
- the anniversary nearest the Insured's 65th birthday. Premiums will be due again after the waiver ends except as follows:

If premiums have been waived for the full five years immediately before the anniversary nearest the Insured's 65th birthday, all premiums which thereafter become due will automatically be waived. They will be waived without further evidence of the continuation of the Insured's disability.

#### **Total Disability**

The Insured's disability is considered as total under this rider only if it meets all of the following conditions:

- It results from bodily injury or disease or from mental disease.
- · It starts after the issue date of this rider.
- It prevents the Insured from working for pay or profit.

The Insured may be a full-time student who receives no pay for his or her work. In this case, we'll consider the Insured to be totally disabled if the disability prevents him or her from working as a student.

For the first 36 months of total disability, *working* means doing what was the regular work of the Insured immediately before the total disability started. Afterwards, working means doing work for any pay or profit.

We'll consider any of the following to be total disability, even if the Insured is not prevented from working:

- · Permanent and total loss of sight in both eyes.
- Permanent and total loss of use of both hands or both feet
- Permanent and total loss of use of one hand and one foot.

#### Proof of Total Disability required

Before we waive premiums we must receive proof of the Insured's total disability on a form we approve. This proof must also show that the disability:

- started while the policy and its riders were in effect; and
- started before the anniversary nearest the Insured's 65th birthday; and
- lasted continuously for at least 6 months during the Insured's lifetime.

We must receive this proof:

- · during the Insured's lifetime; and
- · while the total disability continues; and
- within one year after the due date of any premium not paid.

We may require satisfactory proof of continued total disability once each year. If this proof is not given, we may stop waiving premiums.

As part of the proof of total disability, we may require at our expense, the Insured to be examined by medical doctors we choose.

#### Refunds

If we approve a claim under this rider, we'll refund to the Owner any waived premiums that have already been paid. We won't, however waive premiums for any period earlier than one year before the date we receive proof of total disability.

#### Recovery from Disability

We must receive notice immediately when the Insured is no longer totally disabled. Premiums will again be due. They'll be due for the period beginning at the end of the policy month following the policy month in which the total disability ends.

If notice of the Insured's recovery is not given promptly, the premiums that are waived after recovery must be paid to us with compound yearly interest of 8%. If the premiums with interest are not paid within 30 days after we ask for payment, the policy will terminate unless any policy cash value benefits are applied to keep the policy in effect.

#### When We Won't Waive Premium

We won't waive premiums if the total disability results directly or indirectly, wholly or partly, from any of the following:

- Injury or disease the Insured intentionally causes to himself or herself.
- · Committing or attempting to commit an assault or felony.
- Service in the armed forces of any country, group of countries or international organization at war, whether declared or undeclared.

#### Our Right to Contest Claims

We can always contest claims made under this rider. This is so even though we are limited in contesting claims under the policy.

#### This Rider Is a Part of this Policy

The application for this rider is attached to and made part of the policy. We've issued this rider in return for the application and the payment of the additional annual premium.

This rider has no cash surrender value at any time. The benefits, cash surrender values and dividends payable under the policy will be the same as if the premiums waived had been paid in cash.

Except as provided in this rider, the provisions of the policy are unchanged. All provisions of the policy that apply are made a part of this rider.

THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS

Ву

Secretary

Maryheth P. Leavy

SERFF Tracking Number: SBMS-125801111 State: Arkansas

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Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SBMS-125801111 State: Arkansas
Filing Company: SBLI of MA State Tracking Number: 40284

Company Tracking Number: 2008003EAR

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: Waiver of Premium Rider

Project Name/Number: /2008003

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 09/03/2008

Comments:

Rule & Regulation 19: N/A This form filing is for the Rider for Waiver of Premiums During Total Disability to be used with policies being submitted this date under separete filing.

Rule and Regulation 49: N/A This form filing is for the Rider for Waiver of Premiums During Total Disability to be used with policies being submitted this date under separate filing.

Flesch Certification: Documet Attached

ACA 23-79-138: N/A This form filing is for the Rider for Waiver of Premiums During Total Disability to be used with policies being submitted this date under separate filing.

#### Attachment:

BW-32.5 Flesch Certification.pdf

**Review Status:** 

Satisfied -Name: Application 09/03/2008

**Comments:** 

Attached is a list of the application and application supplement forms, submitted to your Department this date under a separate filing. These forms will be used in the application process for all policies that may be issued with a Waiver of Premium Rider.

#### Attachment:

Aplication and Amendment List.pdf

# THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS

#### **FLESCH CERTIFICATION**

I hereby certify that in my judgment the form in this submission meets the objective standards of readability/Flesch scores as required by applicable state laws or regulations.

Rider for Waiver of Premiums During Total Disabilty Form BW-32.5

Flesch Score: 53.7

James Coady

V.P. Legal Department/Compliance

# Savings Bank Life Insurance of Massachusetts

## Applications and supplemental Forms List

Form Number	Form Name
A-90	Conditional Receipt Agreement
A-91	Life Insurance Application – Part 1
A-91A	Supplement to Life Insurance Application – Part 1
A-92	Life Insurance Application – Part 2
A-92A	Supplement to Life Insurance Application – Part 2
A-93	Supplement to Life Insurance Application
AQ-8	General Aviation Questionnaire
AQ-9	Commercial Aviation Questionnaire
AQ-10	Alcohol Questionnaire
AQ-11	Allergies Questionnaire
AQ-12	Asthma Questionnaire
AQ-13	Chest Pain Questionnaire
AQ-14	Diabetes Questionnaire
AQ-15	General Medical Questionnaire
AQ-16	Kidney Stones Questionnaire
AQ-17	Mental Health Questionnaire
AQ-18	Seizures Questionnaire
AQ-19	Colitis Questionnaire
AQ-20	Drugs Questionnaire
AQ-21	DUI Questionnaire
AQ-22	Skin and SCUBA and Submersible Diving Questionnaire

AQ-23	Substance Abuse Questionnaire
AQ-24	Military Status Questionnaire
AQ-25	Military Aviation Questionnaire
AQ-26	Avocation and Professional Sports Questionnaire
AQ-27	Hang Gliding Questionnaire
AQ-28	Motor Sports Questionnaire
AQ-29	Power and Motor Boat Questionnaire
AQ-30	Unemployment Questionnaire
AQ-31	Citizenship Questionnaire
AQ-32	General Amendment
AM-5	Updated Health Amendment
AM-16A	Agents Replacement Certification
AM-19M	Children under UTMA as Beneficiary
AM-19MS	Spouse, then Children under UTMA as Beneficiary
AM-20	Owner/Beneficiary
AM-20B	Trust, then Estate as Beneficiary
AM-20T	Trust as Owner
AM-20BT	Trust as Beneficiary and Owner
AM-26	Financial Disclosure Amendment
AM-28	Nicotine Amendment